**UNOFFICIAL COP** 

MORTGAGE EDTATE THE PERMATEON AGREEMENT

AN 44 ALINES

consideration 111 Lender's granting any extension of credit or financial of her accommodation Mortgagor, to Mortgagor another, or guaranteed another endorsed by Mortgagor, and other good and valuable consideration, the receipt of which is acknowledged. hereby. Bank nka 'Associated Bark Associated **1** NA("Mortgagee") hereby

1213242062 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 05/11/2012 11:32 AM Pg: 1 of 3

ATTN: RECORDS DEPT ASSOCIATED LOAN SERVICES 1305 MAIN STREET STEVENS FOINT WI 54481

🄏 ("Lender")it's and/or

THIRD MORTGAGE COMPANY

subordinates

to

nsuccessors  ${f T}^{
m assigns}$  in the manner and to the extent described in Section 2 the interests, rights and title in the real estate described in Section 1 ztogether with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all awards and payments made as a abla result of the exercise of the right of eminent domain, and all existing and tuture improvements and fixtures, if any ("the Property") granted Mortgagee by a mortgage from WILLIAM E DEAN ("Mortgagor", whether one or more) to Mortgagee dated JUNE 15, 2006 and recorded in the office of the Register of Deeds of COOK County, ILLINOIS on JULY 3, 2006 as Document No. 0618433030, MODIFIED AND RECORDED ON FEBRUARY 23, 2009 AS DOCUMENT NO. 0905408717 and any future advances thereafter.

(a) Unless specifically described in (b) 1. DESCRIPTION OF THE PROPERTY. below, the description of the Property is the same as the description of property contained in the mortgage from Mortgagor to Mortgagee described above, which description is incorporated in this Agreement by reference with

the same force and effect as if repeated at length in this Agreement.

(b) The Property is specifically described on the attached sheet(s). Tax Key #16-05-103-031-0000.

Mortgagee's right, title and interest in the 2. SUBORDINATION LIMITED. Property as against any person other than Lender is expressly reserved and no: affected by this Agreement. As between Mortgagee and Lender, Mortgagee agrees:

(a) Superior Obligations. The priorities granted Lender by this Agreement are limited to and shall not exceed the obligations listed below, provided the same are in fact secured by a mortgage on the Property from Mortgagor to Gender ("Obligations"):

(!) The following Note:

, 20  $\triangleright$  , to a maximum loan amount of \$348,00 $\bigcirc$  00 Note dated Apal 3ン plus interest, from WILLIAM E DEAN to Lender.

(3) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or endorsed by Mortgagor.

(b) Priority. Mortgagee agrees that the lien of the mortgage securing the Obligations shall be prior to the lien of the mortgage from Mortgagor, to

1213242062 Page: 2 of 3

Mortgadee described above to the extent and with the effect described in

Subsection (c).

 $(\overline{\mathcal{O}})$  Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of its mortgage, all awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all proceeds occurring as a result of foreclosure against the Property by action or advertisement, including a deed given in lieu of foreclosure, shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of the mortgage securing the Obligations ("Payments"), notwithstanding terms and conditions to the contrary contained in the mortgage from Mortgagor to Mortgagee described above, until the Obligations are paid in full or Lender's mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in ful or Lender's mortgage is satisfied, Mortgagee shall deliver the payments to Lander for application to the Obligations, endorsed or assigned, if necessary, to effect transfer to Lender. - Payments made or received after satisfaction of Lender's mortgage or payment in full of the Obligations shall be raid, distributed or otherwise dealt with as though this Agreement did not exist

(d) PROTECTIVE ADVANCES. If Mortgagor fails to perform any of Mortgagor's duties set forth in the mortgage between Mortgagor and Mortgagee described above or in the mortgage securing the Obligations, and if Mortgagee or Lender perform such duties or cause them to be performed, including paying any amount so required ("Protective Advance"), said Protective Advances shall be added to the Obligations if paid by lender or, if paid by Mortgagee and secured by the mortgage between Nortgagee and Mortgagor described above, given the priority accorded Protective Advances as though this Agreement did

not exist.

This Agreement benefits Lender, its beirs, personal representatives, successors and assigns, and binds Mortgagee and its heirs, personal representatives, and successors and assigns, and is not intended to benefit any other person or entity.

Signed and Sealed this 17 day of APRIL, 2012

ASSOCIATED BANK

(SEAL) SUPERVISOR, RETAIL LOAN

SERVICING

ACKNOWLLDGEMENT STATE OF WISCONSIN SS.

Portage County inct unent Was This acknowledged before meonAPRIL 17, 2012 GERI L PIERSON, SUPERVISOR, SERVICING LOAN RETAIL AUTHORIZED AGENT OF ASSOCIATED

BANK

This instrument was drafted by

PATRICE SAEGER

CATHYA. ASSOCIATED CONTRACT CA. FOLL

SPACOF WISCONS

MINIMUM

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Notary Public, WISCONSIN. -Commission Му (Expires) (ls) 09-01-2013.

1213242062 Page: 3 of 3

## **UNOFFICIAL COPY**

LOT 27 IN BLOCK 4 IN FAIR OAKS TERRACE BEING A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLOCK 4 IN FAIR OAKS TERRACE CATH 75 ACRES OF THE MORTHWEST 174.

OF THE HILD PRINCIPAL MERIDIAN, IN

(4) 14 - 05 103 031 - core